

Your Unpackaged Nissia Holidays Booking Conditions

Nissia Holidays is a trading name of Nissia Holidays Limited. These booking conditions form the basis of your contract with Nissia Holidays Limited. In your own interest we ask you to read them carefully.

YOUR CONTRACT WITH US

1. When you make a booking and pay a deposit

When you make a booking and sign the booking form you guarantee that you have the authority to accept, and do accept, on behalf of your party (including persons substituted or added later by agreement) the terms & conditions of these booking conditions. The person signing the booking form must be at least 18 years old.

When you make your booking you must pay a deposit of £125 per week and supply the required details of your own insurance. We must receive the Booking Form, correct remittance and insurance details within seven working days of you making a reservation with us.

A binding contract will come into force between us at the time we send out a Confirmation Invoice, and until then we shall be under no liability to you whatsoever.

This deposit is your only commitment until **10 weeks** before departure.

2. When you pay the balance

The balance shown on your Confirmation Invoice must be paid at least **10 weeks** before your departure date. If the balance is not paid on time we will cancel your accommodation and retain your deposit. The cancellation charges as outlined below in Section 4 will also apply.

3. If you change your accommodation

If, after our confirmation invoice has been issued, you wish to change your accommodation arrangements in any way, we will do our best to help but it may not always be possible. We charge an administration charge of £80 and any further costs we incur (such as overseas telephone or fax charges) in making an alteration up to four weeks prior to departure. If you wish to change your booking within four weeks of departure, an administration charge of £100 will apply. If it is not possible for us to make the required changes for you then the original booking may have to be cancelled and cancellation charges will apply. Name changes will be accepted at a charge of £40 per person up to 4 weeks prior to departure and £60 per person thereafter.

4. If you cancel your accommodation

You or any member of your party may cancel your accommodation arrangements at any time once it has been confirmed. Written notification from the person who signed the booking form must be received at our offices. Since we incur costs in cancelling your accommodation arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the scale below.

Period before departure within which notice of cancellation is received by us

	Cancellation Fees Due
More than 60 days	Deposit only
60-29 days	60% of accommodation cost
28-22 days	70% of accommodation cost
21-16 days	90% of accommodation cost
15 days - departure date	100% of accommodation cost

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

5. Transfer of Accommodation

If you are unavoidably prevented from proceeding with your accommodation arrangements you may, at any time up to 21 days prior to your departure date, transfer your booking to another person who satisfies all applicable conditions. Notice of intention to transfer must be given in writing by the person who signed the booking form and an amendment fee will apply plus any cancellation charges in respect of cancelled accommodation. A signed booking form is required from the person taking over the booking.

6. If you have a complaint

If you have a problem with your accommodation please inform our representative or agent in the resort immediately who will endeavour to put things right. In the unlikely event that your complaint cannot be resolved locally you should follow this up within 28 days of your return home by writing to **Nissia Holidays at 25 Coltsfoot Way, Broughton Astley, Leicestershire, LE9 6YX** giving your booking number and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Please note that failure to report the problem whilst in resort will deprive us of the opportunity to investigate and rectify your complaint at the time and this may affect your rights under this contract.

7. Your accommodation

The accommodation is reserved exclusively for the persons listed on your booking form. You are not allowed to sub-let or to share the accommodation with anyone else without the written agreement of Nissia Holidays.

8. Behaviour

We reserve the right to refuse to accept you as a client or to continue dealing with you if, in our opinion or that of our local agent or representative, your behaviour is disruptive and is causing or is likely to cause distress, injury or danger to other clients, our staff or any third party; or damage to property. If we do this, we will not be responsible for any extra costs which you incur.

9. Your holiday insurance

We require that you, and all of your party, are adequately insured for your holiday and your policy must be extensive in it's medical and emergency repatriation cover. Details of your cover **MUST** be provided and the Insurance Declaration returned no later than the payment of your outstanding balance.

10. Passports, Visas and health

It is your responsibility to check that all members of your party hold the necessary documentation. We regret that we can accept no liability if you or any member of your party is refused entry onto any transport or into any country, due to failure to carry the correct documentation. If you are unsure what conditions may apply to you, or any member of your party, please consult the Foreign & Commonwealth Office or the relevant national equivalent.

11. Special needs or requests

If you have any specific needs or requests it is essential that these are made known to us at the time of booking and are entered onto your Booking Form. Should you or any member of your party have a disability or medical problem please check with us prior to booking so that we can advise you whether your chosen accommodation is suitable. We will do everything possible to meet all reasonable special requests but cannot guarantee their provision. Failure to meet such requests cannot be considered a breach of contract on our part and we are unable to accept any bookings that are conditional on a special request being fulfilled.

12. Damages to property

You are responsible for any breakages, losses or damage to your accommodation during your stay and will be asked to pay our representative for any necessary repairs or replacements before leaving the resort.

OUR CONTRACT WITH YOU

1. Your reservation

When we receive your completed Booking Form, deposit and details of your insurance cover we will send you our Confirmation Invoice detailing what is booked for you. The issue of our Confirmation Invoice is our acceptance of your booking in accordance with the terms of these booking conditions. We reserve the right to correct errors or revise holiday costs at any time prior to issue of the Confirmation Invoice. We also reserve the right to refuse to accept any booking.

2. If we change or cancel your accommodation

We reserve the right to make changes to your accommodation arrangements after we have confirmed your booking, and if we do so, we will use our best endeavours to inform you before departure and make suitable alternative arrangements.

Any change we make to your accommodation will be either minor or major. A major change is a change of accommodation to one of a lower official category. Any other change is a minor change. If there is a minor change we will do our best to notify you of this, but we are not under any obligation to do so or to pay you compensation. In the unlikely event that there is a major change, we will advise you as soon as is reasonably possible. You will then have the choice of accepting the change or withdrawing from the contract and accepting a full refund.

FORCE MAJEURE

This means that we will not pay you compensation if we have to cancel, delay, curtail or change your accommodation arrangements in any way because of unusual and unforeseeable circumstances beyond our control, the consequences of which neither our suppliers nor we could avoid. Examples of this are war, threat of war, riot, industrial dispute, civil strife, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of air or seaports, major essential building works or other similar events beyond our control.

3. Our liability to you

In the event of any dispute concerning standards of accommodation or services our liability shall not exceed 150% of the cost of the accommodation and/or services

provided. (Personal injury and death excluded).

We accept no liability for the actions of those concerned with any aspect of holiday arrangements who are not employed by us and over whom we have no direct control.

We accept no liability for consequential losses relating to travel or other arrangements made with other parties.

Please note that if any part of these booking conditions is found to be invalid or unenforceable, then the remainder of these booking conditions will not be affected but will remain valid and enforceable. All disputes will be governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

4. Our Pricing Policy

The price you have been quoted has been based on known costs and a currency exchange rate of **1.26 Euro** to the Pound. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your accommodation arrangements. You will be charged for the amount over and above that, including any increases in VAT, Government imposed increases, or currency rate variations. If this means that you have to pay an increase of more than 10% of the price of your accommodation arrangements, you will have the option of accepting, or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Please note that accommodation arrangements are always purchased in Local currency. No surcharge will be made within 30 days of your departure.

5. Accommodation description and accuracy

The text on our website and in our other promotional material is written, compiled and checked by our own staff to ensure that nothing is false or misleading. We believe that all the information in it is accurate at the time of publishing and we will make every effort to ensure that the facilities provided for you are in accordance with it. The website and other promotional materials are published in good faith but do not constitute any representation other than that the Company honestly holds such belief. Islands are described as most clients will find them EXCEPT FOR THE PEAK PERIOD WHEN EVERYWHERE WILL BE AT ITS BUSIEST. During July and August (when all of Europe is on holiday) even the quietest resorts are likely to be crowded and the whole of Greece is on holiday in August for the celebration of the Panaghia on the 15th August.

6. Seasonal factors and resort facilities

Building work and development is as common overseas as it is in the UK. Although you are on holiday, your chosen destination is not, normal life continues and this may include the noise and inconvenience of traffic (above and underground) building or roadwork's. Where we are aware of any such work which could seriously affect the enjoyment of a holiday, we will notify this as soon as possible.

Our object is to provide as much factual information as possible, concerning accommodation and facilities to enable clients to make an informed choice. It should be noted that, pictures of villa and apartment interiors represent the general style, size decor and furnishings, but these may vary, wholly or in part from room to room. As such all pictures are 'typical interiors' only.

Air Conditioning/Heating. Periods of operation are at the discretion of the owner and cannot be guaranteed.

Most people take foreign holidays seeking sunshine, the chance to see different countries, meet different people and experience a different way of life. In fact the pace of life is sometimes slower, the people have different attitudes and priorities, food and mealtimes may differ from the UK, shopping hours and work patterns are different and public services can be less reliable.

Insects such as Ants and Cockroaches thrive in warmer climates and whilst harmless they can be a nuisance though easily eradicated if brought to the attention of maids or owners/agents. Disruption of electricity and water supplies is not uncommon in some areas and as much use is made of solar panels for heating, lack of sunshine or heavy usage at some times of the day may result in water not being as hot as desirable. Again this is a feature of the country as is the apparent lack of urgency in repair work on occasions.

We are the guests in a foreign land and cannot expect them to alter attitudes or habits of a lifetime to suit us, please be patient.

7. Property left or lost in resort

The Company does not accept responsibility for property left or lost in resort unless this is due to the acts or omissions of our employees, agents, sub-contractors or suppliers.

8. Jurisdiction

This contract is governed by English Law and both parties agree to submit to the jurisdiction of the English courts at all times.